

In The United States District Court For The Middle  
District of Alabama

Johnny Landrum #134871 Plaintiff 2007 DEC 11 A 9:40 2:07-CV-495-WKW  
Dr. John Allen Jones Defendant,

Plaintiff's Response To Court Order of Dec. 6, 2007

Plaintiff Johnny Landrum comes to the court in answer of Order dated 12-6-2007. As Plaintiff understands the "report of defendant", the primary issue he raises is, as a contractor Dr. Jones is not bound by State law, just his contract with PHS. Plaintiff's argument is simple and based on Dr. Jones previous answer and his own contract. He argued he wasn't a state contractor (first), this Court has already established that fact, he is a State Contractor (through PHS). The Plaintiff secondly asserts, his actions were under color of state law. Dr. Jones can not perform his duty in the state of Alabama except, pursuant to Alabama laws and since the Plaintiff is in "state custody", and considered, "ward of the state", (state property as told by D.O.C.) the facts are clear, Dr. Jones performed surgery upon a state inmate while being an independent contract employee of "State Medical Contractor", Prison Health Services, acting under color of state laws. The Plaintiff has already established and this court has agreed that Dr. Jones is acting as a "state actor." (refer to previous response of court and Plaintiff). The "Specialist Physicians Agreement" (Exhibit A) shows an going business agreement between PHS and Dr. Jones whom are "both" Contracted to the State of Alabama Dept. of Corrections. "No" agreement between contractors changes the status of Plaintiff's case or injuries. The agreement itself has absolutely nothing to do with the person causing injury and being "liable" for such actions. Dr. Jones caused this injury.

- Plaintiff's response to Responsibility of State Actor.

Plaintiff would ask the Court to refer to Exhibit (A) as entered by the attachment. Subsection (a), clause 1.3 of 'Specialist Agreement' with PHS. "The services provided by 'Specialist's shall be insured under liability insurance policy, pursuant, this agreement, however the amount has been blacked-out by marker by the defendant or counsel. The counsel for defendant is clearly engaged in prejudicing the outcome of this case and altering documents entered as evidence. (which only confirms the question of liability) in the inferred context. In the interest of justice line #9 of para. #2(1.3(a)) defines Dr. Jones as independent contractor (b) line #4(c) tax responsibility. Clause #5 'acting as an independent contractor', which only legally binds Dr. Jones and PHS as far as their business agreement and 'not' responsible party 'causing injury through professional services',... to Plaintiff. (Clause 1.3(a)) Plaintiff asserts this agreement of stipulated facts has 'no bearing' on the claims made by Plaintiff for injuries caused in the course of incarceration. Plaintiff is not a party to the agreement nor is he bound by the outcome, as his remedy as a prisoner comes from this Higher U.S. District (Federal Court) and its 'Constitutional Authority'. The 'state actor' denied responsibility in a 'state Court' and now does the same in U.S. Federal Court. Implying that a private doctor is not bound under either law is ludicrous and erroneous and is the only remedy available for malpractice victims as an inmate a complaint to D.O.C. ? The state courts are prejudice to an inmate, especially were a Specialist Doctor is concerned and moving to U.S. District Court was done by the defendant.

## Argument in Support of Plaintiff's Rights U.S.C. #8

The issue of a contract is not a subject of who's liable. However stated, it's only a mode of cloaking the essence of subject matter by the defendant's counsel. The issue of a contract derived between two parties, under color of Ala. State Law is only relevant to the U.S. Court's adjudication where the two principles has a dispute.... Clearly not relevant to "actual injury" of this Plaintiff. Dr. Jones practice is so entwined as to be deemed a state actor and to be responsible for his actions in U.S. District Court due to the injury being sustained at the Doctor's hands. An inmate in Alabama has a Constitutional Right for redress in the Honorable U.S. Court, especially when harmed by a state contractor, private individual or other. At the time of 'medical malpractice', Dr. Jones was acting under color and responsible for his actions by State law, and violating the Federally given, Federally protected rights of a citizen, created jurisdiction in U.S. District Court. *Betty v. Ala. Dept. of Corr.* 996 F. Supp. 1368 (D. Ala. 1998) specifically applies. While acting under Ala. State law, Dr. Jones has violated this Plaintiff's 8<sup>th</sup> Amend. U.S. Constitutional rights, to be free of "Cruel and Unusual Punishment."

Exhibit (B) 1.2 #6 is all about PHS and the Specialist not holding each other liable for claims, damages and 'lawsuits' of any kind whatsoever. Basically, both are stipulating that in fact their operating with immunity from each other and being State Contractors above the operations of each others staff.

This Court has authority to right a wrong and award damages to a man while imprisoned. The materiality of a contract between P.H.S. and Dr. Jones is trivial when a man is suffering due to the medical torture.

Contd. Response To Court's Order- Dec. 6, 2007

As the Court will notice, both Dr. Jones and P.H.G. signed their agreement. Exhibit (B) Sect. #6 Hold Harmless and Indemnification has predetermined the responsible party as Specialist, and is so authorized by his signature.

The Plaintiff just recently had a second surgery to correct the attempted corrective implant by Dr. Jones. Seventeen long, painful, grueling months went by before relief came to pass. Dr. Walker in Dothan Alabama fixed the eye as best possible. The pain and suffering for 17 months is more than any human should ever be made endure. For these reasons, facts, and U.S. Const. Amend. #8 the ordeal amounts to mal-practice, negligence, and long term medical torture by the defendant and the Court should Grant relief by giving Plaintiff the rights to a Jury Trial where others may weigh the facts, evidence and damages involved. The Plaintiff requests the court treat these pleadings as request for a Fair and Impartial Trial and or Summary Judgement in Favor of Plaintiff and allow monetary damages be elevated to the sum of twenty (20) Million dollars. 17 months of extreme pain combined with mental anguish and severe loss of vision while imprisoned is extremely Cruel and Unusual Punishment. This court can liberally construe the pleadings of Plaintiff and therefore recognize that constraints are of a nature fatal to healthy individuals. The bias and prejudice involved of being at the mercy of others while suffering this ordeal is too much for human endurance. Plaintiff Prays the Court to Grant Relief and to reaffirm belief in Justice system and not that of big businesses and wealthy.



In The United States District Court For The Middle  
District of Alabama

Johnny Landrum #134871

2:07-CV-495-WKW

Dr. John A. Jones, et al.

Motion For Summary Judgement, in Plaintiff's favor

Plaintiff comes in request for summary judgement in the case of above title. Plaintiff moves this court due to the fact that (1) he is correct in his claims, (2) the law allows for lawsuit of this nature, (3) Plaintiff has proven through pleadings, documents and evidence, that he is entitled to damages, (4) that the likelihood of the defendant's manufacturing an answer to dispute said facts is nil. The documents entered and facts stated have proven the defendant's actions and actual injury to be substantial. The Plaintiff has met the burden of proving 8<sup>th</sup> Amend. Violations of cruel and unusual punishment at the hands of Dr. John A. Jones and damages are in order. For these reasons and in the interest of justice Plaintiff requests the Honorable U.S. District Court Grant Motion for Summary Judgement in favor of Johnny Landrum

## Certificate of Service

I certify that I have served a true and same copy upon the Clerk, United States District Court, P.O. Box 711, Montgomery, Ala. 36101-0711 by placing in U.S. mail upon this date.

Dec. 8<sup>th</sup> 2007

Pursuant 28 U.S.C. and  
Under Penalty of Perjury, I affirm  
the preceding to be true and  
correct.

Johnny Sandrum #134871  
K.C.F. Post Office Box 150-H-55A  
Mt. Meigs, Ala. 36502

Notary not available.

Notice no copies available:

\* Exhibits attached

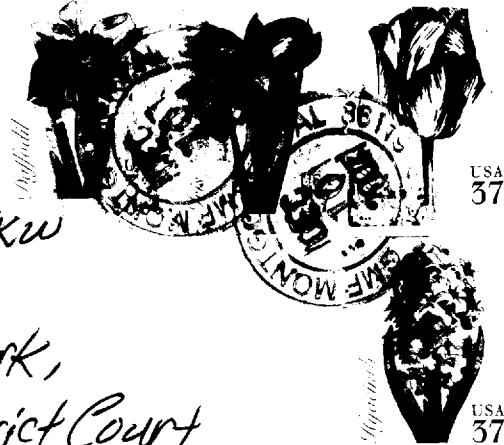
Johnny Landrum #134871  
Kilby C.F.  
P.O. Box 150  
Mt. Meigs, Ala. 36057

Enclosure is forwarded  
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Legal Mail

2:07-CV-495-WKW

Office of The Clerk,  
United States District Court  
P.O. Box 711  
Montgomery, Ala. 36101-0711



1.2 Fees for the **Specialist** Services: **PHS** agrees to reimburse at one hundred percent (100%) of the Alabama Medicare fee schedule for covered authorized services.

1.3 (a) General and Professional Liability Insurance: The **Specialist** shall be insured under a general and professional liability insurance policy covering services to be performed under this Agreement which provides a minimum coverage of [REDACTED] per occurrence and [REDACTED] in the annual aggregate, or a higher amount if such is required by State or local law, regulation or medical society practice.

**Specialist** shall make suitable and reasonable provision for financial coverage of **PHS** and **Facility** (and any party or parties, corporation, partnership, group or association acting, or failing to act on **Specialist's** behalf) consistent with this Agreement, for a period equal to the statute of limitations, for any actions brought or claims which may be made arising out of any of the services actually rendered, or which were failed to be rendered, under this Agreement following the termination of this independent contractor relationship for whatever reason.

(b) Workers' Compensation: **PHS** shall not be responsible for providing worker's compensation coverage to **Specialist** or **Specialist's** employees if any since **Specialist** is an independent contractor. If such coverage is required by law **Specialist** shall be responsible for acquiring it.

(c) Tax Liability: **Specialist** is solely responsible for any tax federal, state or local authorities as a result of this Agreement. **PHS** shall not withhold any taxes from payments made to **Specialist** under this Agreement, nor shall **PHS** be responsible for providing unemployment insurance coverage for **Specialist**.

5. **STATUS:** In performing services under this Agreement, **Specialist** shall be acting as an independent contractor. Under no circumstances, shall **Specialist** or any other person employed by or associated with the **Specialist** be treated as or hold themselves out to be as an employee of **PHS**. **PHS** shall exercise no control over the professional practice of medicine by **Specialist** in providing services under this Agreement and **PHS** shall have no retained right of control, express or implied, over the manner in which **Specialist** performs any services which in any way involve the practice of medicine under this Agreement. **Specialist** is not

*Exhibit (A)*



eligible for and may not participate in any pension, health or other fringe benefit plan offered by **PHS** to its employees.

6. **HOLD HARMLESS AND INDEMNIFICATION:** **PHS** agrees to indemnify and hold harmless **Specialist** and its agents and employees from any and all claims, damages and lawsuits of any kind whatsoever based upon the health care provided by **PHS** and any of its staff members.

**Specialist** agrees to indemnify and hold harmless **PHS** and its agents and employees from any and all claims, damages and lawsuits of any kind whatsoever based upon the acts or omissions of **Specialist** or any of its staff members, employees or agents.

**Remainder of page intentionally left blank.**

*Exhibit (B)*